

AMENDMENT No. 3 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH  
DRAKE HAGLAN AND ASSOCIATES FOR THE CLAY STREET REALIGNMENT  
AND BRIDGE REPLACEMENT PROJECT  
(CIP #40617)

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**THIS AMENDMENT NO. 3 TO THAT AGREEMENT** for consulting services made and entered by and between the City of Placerville, a political subdivision of the State of California (hereinafter referred to as "City") and Drake Haglan and Associates, a company duly qualified to conduct business in the State of California, whose principal place of business is 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670 (hereinafter referred to as "CONSULTANT");

**W I T N E S S E T H**

**WHEREAS**, CONSULTANT has been engaged by City to provide consulting engineering services for the Clay Street Realignment and Bridge Replacement Project in accordance with the original agreement with CONSULTANT that was approved by City Council on December 8, 2016; Amendment No. 1 was approved by Council on October 11, 2016, and Amendment No. 2 was approved by Council on October 10, 2017.

**WHEREAS**, City has determined that additional environmental engineering and design consulting services are necessary for CONSULTANT to complete the preliminary engineering phase of the Clay Street Realignment and Bridge Replacement Project; and

**WHEREAS**, it has been determined that it is in the City's best interest to obtain these additional engineering services by amending the existing Agreement for Engineering Services with the CONSULTANT.

**NOW, THEREFORE**, City and CONSULTANT mutually agree as follows:

**ARTICLE I**

**Scope of Services:** CONSULTANT agrees to provide to City those described in Exhibit "A", incorporated herein and made by reference a part hereof.

**ARTICLE II**

**Compensation for Services:** For the purposes herein, City agrees to pay CONSULTANT in accordance with the fee proposal described in Attachment A to the Scope of Services. The total amount of this Agreement, including \$196,519 for this amendment, shall not exceed \$960,587 inclusive of all expenses.

Except as herein amended, all other parts and sections of this Agreement for Engineering Services shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services on the dates indicated below.

-- C I T Y O F PLACERVILLE --

Dated: 7/27/18

By: M. Cleve Morris  
M. Cleve Morris, City Manager  
"City"

-- C O N S U L T A N T --

Dated: 7-25-18

Drake Haglan and Associates  
By: D.Haglan  
CONSULTANT SIGNATORY  
"CONSULTANT"



April 9, 2018

Ms. Rebecca Neves, PE  
City Engineer  
City of Placerville  
Development Services Department  
Engineering Division  
3101 Center Street  
Placerville, CA 95667

**SUBJECT: Clay Street Realignment and Bridge Replacement Project (CIP #40617)**

Dear Ms. Neves:

Drake Haglan & Associates (DHA) is requesting an amendment for **\$196,519.27** for extra work on the Clay Street Realignment and Bridge Replacement Project. The scope of services for this project has expanded since the original scope was developed and an amendment is needed for this extra work. This scope includes preparation of an Environmental Assessment / Finding of No Significant Impact (EA/FONSI) document, as requested by Caltrans during our meeting with them on 11/14/17. Additionally, Caltrans is requiring a Memorandum of Agreement (MOA) to document concurrence of the project, a management plan for excavations in the Ivy House parking lot, and an individual 4(f) evaluation to assess any impacts to cultural resources.

This scope also includes an optional task of Environmental Support Services. This may involve preparing an environmental alternatives analysis to explore additional improvement alternatives in an effort to minimize impacts to cultural resources within the project site, as well as preparing an Environmental Impact Statement (EIS) should Caltrans choose to further elevate the level of NEPA document required.

Also included is the cost to prepare and submit to Caltrans an encroachment permit application package, as required to accommodate construction of the proposed improvements on the north end of the bridge within Caltrans right-of-way.

Below is the proposed scope of work for completing the extra services:

**4.2.7 Cultural Studies:** The amount of revisions and resubmittals of the HPSR package to Caltrans exceeded what was outlined in the original scope. After Caltrans approval of final HPSR package, SHPO required additional revisions and response to comments. Additional funds are needed for providing the completed reports for approval by Caltrans and SHPO.

**4.3 Prepare Environmental Assessment:** The DHA team will prepare an Environmental Assessment with Finding of No Significant Impact (EA/FONSI) for compliance under NEPA. DHA will be responsible for the preparation and filing of all notices and publications required under local, State and Federal guidelines.

This document would be prepared pursuant to Caltrans standards for NEPA document. The EA will be reviewed and recommended for signature by the Caltrans Headquarters Legal staff for requirements under NEPA.

**4.3.1 Draft Environmental Assessment**

Following the conclusion of the technical studies, DHA will begin the preparation of the environmental clearance document as detailed above. The information contained within the technical reports will be used in the preparation of the environmental documentation.

**Deliverables:**

- It is anticipated that three rounds of iterative review (1st Screencheck Draft EA; 2nd Screencheck Draft EA, and Pre-Public Review Draft EA) will be required for this project.

**4.3.2 Circulated Environmental Assessment**

Once the Draft EA has been approved by both the City and Caltrans, it will be circulated for public review for a period of 30 days. The EA has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the EA.

Pursuant to NEPA, Caltrans will prepare a Notice of Availability (NOA). Caltrans circulates the draft EA to other public agencies for comments. The draft document should be sent to all cooperating and participating agencies. If the project requires an individual Section 404 permit, a copy of the Draft EA should be provided to the Army Corps of Engineers, U.S. Fish and Wildlife Service, U.S. EPA, and NOAA Fisheries. Copies should also be sent to any groups or individuals who have requested the document. The NOA is sent to the State Clearinghouse, Governor's Office of Planning and Research. The Clearinghouse requires that 15 copies of the document be filed with their office for distribution.

The document and supporting studies also must be available for public inspection at the Caltrans District Office. Technical Studies are not distributed to the Clearinghouse.

During the 30-day public review period, Caltrans will hold a Public Scoping Meeting to solicit comments about the project. DHA will attend this meeting to answer any questions regarding the project, potential environmental impacts, as well as the environmental schedule. DHA will work with Caltrans to record all comments at this meeting, and responses will be generated in the next task. DHA will compile all public comments from this hearing and public review for response and inclusion in the final environmental document.

**Deliverables:**

- Public Circulation EA (30 copies plus one electronic copy)
- Public meeting comment review matrix

**4.3.3 Prepare and Submit Final EA/FONSI:** At the close of the public review period for the Draft EA, DHA will facilitate a conference call with the City and Caltrans staff to review comments received on the Draft EA, and to discuss potential responses to these comments.

DHA will then formulate responses to the comments on the Draft EA. Once draft responses to comments are completed, they will be submitted to the City and Caltrans staff for review and comment. This Scope of Work assumes not more than 10 substantial comment letters with no more than 10 substantial comments per letter.

DHA will prepare an Environmental Commitment Record, including monitoring forms, to ensure that the environmental measures contained in the final EA are properly implemented. The Environmental Commitment Record will be included as an appendix in the final EA. This Environmental Commitment Record will be useful during final design, permitting, and

construction of the project as it is a summary of all avoidance, minimization, and mitigation measures developed during the environmental process.

The final EA will incorporate the response to comments and environmental commitments record. Caltrans will draft the Finding of No Significant Impact (FONSI), detailing the reasons for deciding that the action will not have a significant effect on the environment. Formal distribution of a FONSI is not required; however, an EA, at a legal minimum, must be made available for public review upon request for at least 30 days before making a final determination. The environmental team will assist Caltrans in the preparation of a Notice of Availability (NOA) of the FONSI that will be sent to the affected units of federal, state and local government and to the State Clearinghouse in compliance with Executive Order 12372.

**Deliverables:**

- It is anticipated that three rounds of iterative review of the Draft/Final EA and response to comments chapter will be required for this project.
- Draft/Final Environmental Commitments Record
- Final EA/FONSI (30 copies plus one electronic copy)

**4.4. OPTIONAL TASK Environmental Support Services**

This is an optional task that includes work items that would be in addition to the process of preparing a standard EA for this project.

This optional task may include preparing an environmental alternatives analysis, to explore additional improvement alternatives in an effort to minimize impacts to cultural resources within the project site. This may include but is not limited to alternatives which involve keeping the existing bridge in place, keeping the Druid monument in place, and/or reduction of roadway/bridge width through the project limits.

**Deliverables:**

- Memorandum summarizing alternatives investigated and impact to cultural resources
- Geometric drawings of proposed alternative

This task also may include preparing an Environmental Impact Statement (EIS), should Caltrans further elevate the NEPA document.

**Task 4.4.1 Notice of Intent (NOI):** A NOI serves as the official legal notice that a federal agency is commencing to prepare an EIS. Pursuant to the NEPA Assignment (23 USC 327) MOU, the HQ District Environmental Coordinator must concur in the class of action determination for an EIS before issuance of the NOI. DHA will prepare and NOI in accordance with Caltrans templates. Caltrans will review, approve and forward the NOI to FHWA for publication in the Federal Register.

**Deliverables:**

- It is anticipated that two rounds of iterative review of the Draft/Final NOI
- Draft/Final NOI

**Task 4.4.2 EIS/Complex EA Review Procedures**

A five-step review process is required for all Environmental Impact Statements (EIS) and complex Environmental Assessments (EA) prepared under NEPA Assignment. All EISs and complex EAs will be reviewed by a DEA interdisciplinary team led by the Headquarters Environmental Coordinator prior to District/Region approval of the environmental document for public circulation or final approval. All EISs will be reviewed by the appropriate Legal Office, which must complete a legal review for the Draft EIS and determine legal sufficiency for the Final EIS before the EIS may be signed. Legal review of complex EAs is not required, but it is encouraged. The Legal Office will review complex and routine EAs, as time is available, at the request of the District/Region.

Step 1: The five reviews that constitute District/Region quality control are:

1. Resource Specialist Review
2. Peer Review
3. Technical Editor Review
4. NEPA Quality Control Review
5. Environmental Branch Chief Review

Step 2: District and Legal Review of the document includes:

1. Quality assurance review of the environmental document.
2. Lead an interdisciplinary team of Headquarters resource specialists to review the document. Resource specialists will review pertinent portions of the document for accuracy and to ensure that regulatory requirements are appropriately addressed.
3. The Legal Office will conduct a legal review of the Draft EIS, or a legal sufficiency review of the Final EIS.

Step 3: District/Region Final Revision and Review Process Summary

Step 4: HQ Pre-Approval Review

1. The Headquarters Environmental Coordinator and the Legal Office, as appropriate, will review the revised environmental document to ensure that all comments have been adequately addressed and that the environmental document is ready for signature.

Step 5: District Approval of the Draft or Final Document or Record of Decision for Public Circulation/Notification

After each review by Caltrans, the DHA team will address all comments and will ultimately prepare a screen check EIS for final approval before public circulation and review.

**Deliverables:**

- It is anticipated that an additional five rounds of iterative review of both the Draft/Final EIS will be needed

**Task 4.4.3 Record of Decision (ROD)**

The DHA team will prepare a Record of Decision (ROD) to satisfy requirements under NEPA. The ROD represents the agency's final decision regarding the project. It is a judicially enforceable document. The ROD will briefly describe each alternative and explain the balancing of values that formed the basis for the selection of the alternative and will summarize any mitigation measures that will be incorporated into the project to compensate for identified significant impacts and any measures adopted to otherwise minimize environmental harm. The ROD will also identify the environmentally preferable alternative.

**Deliverables:**

- It is anticipated that three rounds of iterative review of the Draft/Final ROD
- Draft/Final ROD

**4.5 Memorandum of Agreement (MOA) and Management Plan**

The Finding of Effect document prepared for the Clay Street Bridge Replacement project explains how impacts to the Druid Monument would adversely affect the resource. As a result, a Memorandum of Agreement (MOA) will be prepared between the City, Caltrans, and SHPO to document concurrence for the project despite unavoidable adverse effects. The MOA will also outline any measures to be taken to lessen potential impacts to the historic resource. These measures might include a detailed recordation of the resource, phase II and III excavation and recordation, or design features to memorialize the loss of cultural resources.

Caltrans has also discussed the need for a management plan to be attached to the MOA. The plan must include a prehistoric/ethnographic research design and a historical archaeological component for the Ivy House. DHA will work in coordination with PAR Environmental Services, Inc. to research, develop, write and revise and finalize the management plan with Caltrans. This scope of work assumes two rounds of review with Caltrans and one round of review with SHPO.

**Deliverables:**

- Draft/Final MOA
- Draft/Final Management Plan

**4.6 Section 4(f) Documentation**

The DHA team will prepare a Section 4(f) analysis in accordance with FHWA and Caltrans guidelines to assess any impacts to cultural resources on or eligible for inclusion in the NRHP, publicly-owned public parks, recreational areas, or wildlife or waterfowl refuges. Since impacts to the Druid Monument are anticipated, individual 4(f) documentation will be required. The Section 4(f) evaluation will discuss how the project would adversely affect the Section 4(f) resource, avoidance alternatives that were evaluated and why those alternatives are not prudent and feasible, measures taken to minimize harm to the Section 4(f) resource, and coordination with responsible agencies. Any draft and final individual Section 4(f) evaluation must be reviewed and recommended for signature by the appropriate Caltrans HQ District Environmental Coordinator and Legal Office. This scope of work assumes two rounds of iterative review with Caltrans.

**Deliverables:**

- Draft/Final Section 4(f) document

**Task 6.4 - Caltrans Encroachment Permit Application**

The installation of a portion of the new sidewalk on Clay Street in the State's right-of-way will require an encroachment permit from Caltrans. DHA will prepare the encroachment application

Ms. Rebecca Neves  
City of Placerville  
Clay Street Realignment and Replacement Project  
Amendment 3 Request  
April 9, 2018

package, complete with plans and the Standard Encroachment Permit Application Form (TR-0100) for the City to submit to Caltrans for review and approval. Caltrans will issue the encroachment permit after the plans and application have been approved.

**Deliverables:**

- Encroachment Permit Application

The resulting cost of the abovementioned tasks (including the optional task) requested with this amendment is **\$196,519.27**.

**Amendment 3 Summary**

	DHA	PAR	Amount
4.2.7 Cultural Services	\$3,951.68	\$6,813.84	\$10,765.52
4.3 EA/FONSI	\$71,123.64		\$71,123.64
4.4 MOA/Management Plan	\$25,360.74	\$15,270.28	\$40,631.02
4.5 4(f) Document	\$14,302.42		\$14,803.00
6.4 Encroachment Permit	\$3,948.38		\$3,948.38
<b>Amendment 3 Total</b>			<b>\$140,770.98</b>
OPTIONAL TASK	DHA	PAR	Amount
4.4 Environmental Alternatives Analysis	\$55,748.29		\$55,748.29
<b>Total w/ Optional Tasks</b>			<b>\$196,519.27</b>

This amendment will revise the authorized project amount from \$764,068 to \$960,587.

If you have any questions or would like further clarification of any of these items, please call me at your convenience.

Sincerely,

**Drake Haglan & Associates**



Dennis Haglan, P.E.  
Project Manager

Clay Street Bridge Replacement

City of Dianeville

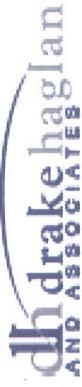
Editorial

Attachment A: Fee Proposal, Amendment #3

CIP 40617

7/26/2018

	DHA	PAR Environmental Services, Inc.	TOTAL	
	hours	cost	hours	cost
<b>4.3 Prepare Environmental Assessment</b>				
4.3.1 Draft Environmental Assessment	384	\$34,155.46	384	\$34,155.46
4.3.2 Notice/Circulate Environmental Assessment	76	\$8,193.88	76	\$8,193.88
4.3.3 Prepare and Submit Final EA/FONSI	320	\$28,774.31	320	\$28,774.31
<b>Total Task 4.3</b>	<b>780</b>	<b>\$71,123.64</b>	<b>780</b>	<b>\$71,123.64</b>
<b>4.5 Memorandum of Agreement and Management Plan</b>				
4.5.1 MOA	98	\$10,151.56	98	\$10,151.56
4.5.2 Management Plan	146	\$15,299.18	170	\$15,270.28
<b>Total Task 4.4</b>	<b>244</b>	<b>\$25,360.74</b>	<b>170</b>	<b>\$15,270.28</b>
<b>4.6 Section 4(f)</b>				
Draft/Final Section 4(f)	162	\$14,302.42	414	\$40,631.02
<b>Total Task 4.5</b>	<b>162</b>	<b>\$14,302.42</b>	<b>162</b>	<b>\$14,302.42</b>
<b>4.2.7 Cultural Reports</b>				
Additional Revisions to HPSR Package	30	\$3,951.68	56	\$6,813.84
<b>Total task 4.2.7</b>	<b>30</b>	<b>\$3,951.68</b>	<b>56</b>	<b>\$6,813.84</b>
<b>6.4 Caltrans Encroachment Permit Application</b>				
Prepare encroachment permit application	24	\$3,948.38	24	\$3,948.38
<b>Total Task 6.4</b>	<b>24</b>	<b>\$3,948.38</b>	<b>24</b>	<b>\$3,948.38</b>
<b>TOTAL DIRECT LABOR HOURS</b>	<b>1,240</b>	<b>\$118,686.86</b>	<b>226</b>	<b>\$22,084.12</b>
<b>TOTAL OTHER DIRECT COST</b>			1486	\$140,770.98
<b>SUBTOTAL PROJECT COST</b>	<b>\$118,686.86</b>		<b>\$22,084.12</b>	<b>\$140,770.98</b>
<b>OPTIONAL TASKS</b>				
Environmental Support Services				
Notice of Intent (NOI)	66	\$6,491	66	\$6,491
EIS/complex EA Review Procedures	400	\$38,475	400	\$38,475
Record of Decision (ROD)	116	\$10,782	116	\$10,782
	582	\$55,748	582	\$55,748
<b>SUBTOTAL OPTIONAL COST</b>	<b>\$55,748.29</b>		<b>582</b>	<b>\$55,748.29</b>
				<b>\$55,748.29</b>
				<b>\$22,084.12</b>
				<b>\$174,435.15</b>
				<b><b>TOTAL PROJECT COST \$196,519.27</b></b>



**Clay Street Bridge Replacement**  
**City of Placerville**  
**CIP 40617**

**Drake Haglan and Associates**

**Prime**

Attachment A: Fee Proposal, Amendment #3

		TASK HOURS						TASK COSTS	
Dennis Haglan, Project Manager	\$240	\$165	\$124	\$151	\$94	\$103	\$69		
Loaded Rate:									
<b>4.3 Prepare Environmental Assessment</b>		24	8	32	40	40	240	384	\$34,155.46
4.3.1 Draft Environmental Assessment		8	4	24	40	40	40	76	\$8,193.88
4.3.2 Notice/Circulate Environmental Assessment		24	4	40	16	16	220	320	\$28,774.31
4.3.3 Prepare and Submit Final EA/FONS!		<b>56</b>	<b>16</b>	<b>96</b>	<b>56</b>	<b>56</b>	<b>500</b>	<b>780</b>	<b>\$71,123.64</b>
<b>Total Task 4.3</b>									
<b>4.5 Memorandum of Agreement and Management Plan</b>									
4.5.1 MOA		8	2	16	80			98	\$10,151.56
4.5.2 Management Plan		<b>8</b>	<b>4</b>	<b>32</b>	<b>200</b>			<b>146</b>	<b>\$15,209.18</b>
<b>Total Task 4.4</b>								<b>244</b>	<b>\$25,360.74</b>
<b>4.6 Section 4(f)</b>									
4.6.1 Draft/Final Section 4(f)		16	2	16	8	120	120	162	\$14,302.42
<b>Total Task 4.5</b>		<b>16</b>	<b>2</b>	<b>16</b>	<b>8</b>	<b>120</b>	<b>120</b>	<b>162</b>	<b>\$14,302.42</b>
<b>4.2.7 Cultural Reports</b>									
4.2.7.1 Additional Revisions to HPSR Package		8		10	12			30	\$3,981.68
<b>Total Task 4.2.7</b>		<b>8</b>		<b>10</b>	<b>12</b>			<b>30</b>	<b>\$3,981.68</b>
<b>6.4 Caltrans Encroachment Permit Application</b>									
6.4.1 Prepare encroachment permit application		24						24	\$3,948.38
<b>Total Task 6.4</b>		<b>24</b>						<b>24</b>	<b>\$3,948.38</b>
<b>TOTAL DIRECT LABOR HOURS</b>		<b>112</b>	<b>22</b>	<b>154</b>	<b>276</b>	<b>56</b>	<b>620</b>	<b>1240</b>	<b>\$118,686.86</b>
OTHER DIRECT COSTS (see attached sheet)								<b>0</b>	
<b>SUBTOTAL PROJECT COST</b>									<b>\$118,686.86</b>
<b>TOTAL PROJECT COST</b>									<b>\$174,435.15</b>
<b>OPTIONAL TASKS</b>									
4.40 Environmental Support Services			2	8	16		40	66	\$6,491.50
4.4.1 Notice of Intent (NOI)		24	16	80	20	20	240	400	\$38,474.68
4.4.2 EIS/complex EA Review Procedures		4	8	24	80	80	116	116	\$10,762.11
4.4.3 Record of Decision (ROD)		<b>30</b>	<b>32</b>	<b>120</b>	<b>20</b>	<b>20</b>	<b>360</b>	<b>582</b>	<b>\$55,748.29</b>
<b>TOTAL OPTIONAL COST</b>									<b>\$55,748.29</b>





# Clay Street Bridge Replacement

City of Placerville

CIP 40617

## Environmental Services

### Cultural

Attachment A: Fee Proposal, Amendment #3

				TASK HOURS		TASK COSTS	
assigned sta	ML Maniery	S. Heffner	C.Baker	A. Rankin			
Loaded Rate	\$174.91	\$161.68	\$81.75	\$96.92	\$70.87		
<b>4.3 Prepare Environmental Assessment</b>							
4.40 Draft Environmental Assessment							
4.50 Notice/Circulate Environmental Assessment							
4.60 Prepare and Submit Final EA/FONS!							
<b>Total Task 4.3</b>							
<b>2.0 Memorandum of Agreement and Management Plan</b>							
2.01 MOA	12	2	136	12	8	170	\$15,270.28
2.02 Management Plan	Total Task 4.4	12	2	136	12	8	\$15,270.28
<b>3.0 Section 4(f)</b>							
3.01 Draft/Final Section 4(f)	Total Task 4.5						
<b>4.2.7 Cultural Reports</b>							
4.2.7 Additional Revisions to HPSR Package	24		32		56		\$6,813.84
<b>Total task 4.2.7</b>	24		32		56		\$6,813.84
<b>TOTAL DIRECT LABOR HOURS</b>	36	2	168	12	8	226	\$22,084.12
<b>TOTAL PROJECT COST</b>			<b>\$22,084.12</b>				

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1)**

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

**Consultant:** PAR Environmental Services, Inc.

**Contract No**

CIP 40617

Date: 4/16/2018

## Direct Labor

#### **LABOR COSTS**

- a) Subtotal Direct Labor Costs
  - b) Anticipated Salary Increases

\$8,330.49

c) TOTAL DIRECT LABOR COSTS [(a)+(b)] \$8,330.49

FRINGE BENEFITS

- d) Fringe Benefits (Rate):

e) TOTAL FRINGE BENEFITS

[**(c)** × **(d)**]

## INDIRECT COSTS

- f) Overhead (Rate): 141.00%  
h) General and Administrative (Rate): \_\_\_\_\_

g) Overhead [(c) × (f)] \$11,745.99

min [(c)  $\times$  (h)]

### EEE (profit)

- a) (Rate): 10%

b) TOTAL FIXED PROFIT [(c) + (i)] x (g)

\$2,007.65

#### **OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
i) Travel/Mileage Costs (supported by m) Equipment Rental and Supplies (itemize)			
n) Permit Fees (itemize), Plan Sheets			
o) Subconsultant Costs (attach			
p) <b>TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]</b>			
		<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>	<b>\$22,084.12</b>

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
  - ODC items should be based on actual costs and supported by historical data and other documentation
  - ODC items that would be considered "tools of the trade" are not reimbursable.
  - ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct expense.
  - ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in